

Terry E. Welch (5819)  
Bentley J. Tolk (6665)  
Michael S. Wilde (14366)  
**PARR BROWN GEE & LOVELESS**  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111  
Telephone: (801) 532-7840  
Facsimile: (801) 532-7750  
[twelch@parrbrown.com](mailto:twelch@parrbrown.com)  
[btolk@parrbrown.com](mailto:btolk@parrbrown.com)  
[mwilde@parrbrown.com](mailto:mwilde@parrbrown.com)

*Attorneys for Plaintiff Millrock Investment  
Fund 1, LLC*

---

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF UTAH**

MILLROCK INVESTMENT FUND 1, LLC,  Plaintiff,  v.  HEALTHCARE SOLUTIONS MANAGEMENT GROUP, INC.; HEALTHCARE SOLUTIONS HOLDINGS INC.; JOSHUA CONSTANTIN; JUSTIN SMITH  Defendants.	<b>DECLARATION OF MANNY BUTERA</b>  Case No. 2:23-cv-000157-JPN   Judge Jill N. Parrish
---	--

1. I am over the age of 18 and if called to testify could testify truthfully to the matters stated herein.

2. I am the developer / consultant of Jameson LLC, d/b/a American Development Partners (“ADP”), a Tennessee limited liability company.

3. On July 29, 2018, ADP entered into a Multi-Unit Development Agreement (the “**Multi-Unit Agreement**”) with Healthcare Solutions Management Group, Inc. (“**HSMG**”) setting forth a mutually beneficial multi-unit development plan to develop several ACM medical clinics (“**Clinics**”) and surgery centers (“**Surgery Centers**”). A true and correct copy of the Multi-Unit Agreement is attached hereto at Exhibit 1.

4. Under the terms of Multi-Unit Agreement, ADP identified potentially viable real estate properties for Clinics and Surgery Centers and identified potential investors that may be interested in acquiring such certain properties and providing financing for each development (each a “**Qualified Project**”). *Id.* at § 2.

5. Upon identifying a Qualified Project, HSMG or an affiliate entity would enter into long-term lease agreements for the financing and development of a Qualified Project. *Id.* at § 3.

6. Under the terms of the Multi-Unit Agreement, HSMG was not entitled to a Development Fee or any other type of undisclosed compensation. *See generally, id.*

7. Between the years 2019 through 2021, ADP entered into several development agreements (each a “**Development Agreement**”) with Millrock Investment Fund 1, LLC and/or affiliates (“**Millrock**”) for Millrock to purchase real estate and provide financing for certain identified Qualified Projects located in Romeoville, Illinois; Naperville, Illinois; Alpharetta, Georgia; Kennesaw, Georgia; Pine Bluff, Arkansas; Blytheville, Arkansas; Draper, Utah; and Keller, Texas. Attached hereto at Exhibit 2 is the Development Agreement for Keller, Texas, which is an exemplary form of each Development Agreement.

8. The Qualified Projects in Pine Bluff, Arkansas; Blytheville, Arkansas; Draper,

Utah; and Keller, Texas were for the development of Surgery Centers, and the remainder were for development of Clinics.

9. The budget associated with the Keller, Texas and Draper, Utah Surgery Center contracts provides each \$2,550,000 for furniture, fixtures, and equipment (the “**Equipment Allowance**”). This equipment allowance was to equip the Surgical Centers with sufficient fixtures and equipment to permit them to operate as surgical centers.

10. As the Draper and Keller projects commenced, ADP issued several draw requests for the Keller and Draper Surgery Centers, including draws for the Equipment Allowance.

11. During the span of each project, ADP collected from Millrock \$2,310,000 for the Draper Equipment Allowance, \$2,332,000 for the Keller Equipment Allowance.

12. ADP transferred the Draper Equipment Allowance and Keller Equipment Allowance to HSMG for the sole purposes of buying fixtures and equipment for the Draper and Keller projects necessary for them to operate as surgical centers.

13. When ADP transferred the Equipment Allowance funds to HSMG, ADP indicated to HSMG that the funds being transferred were to purchase fixtures and equipment for the Draper and Keller buildings.

14. ADP has never identified to HSMG that the Equipment Allowance funds were for a “development fee” or other form of compensation to HSMG and ADP is not aware of any contractual basis for HSMG to treat any of the Equipment Allowance funds it received as anything other than funds to obtain and provide the fixtures and equipment as identified.

I declare under penalty of perjury the foregoing is true and correct.

Dated this day 17th of February, 2023.

By:   
Manny Butera